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Filing date: **10/15/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92062194
Party	Defendant LiveGuide, LLC
Correspondence Address	LIVEGUIDE LLC 395 GUILDHALL GROVE JOHNS CREEK, GA 30022 UNITED STATES
Submission	Motion to Join/Substitute Party
Filer's Name	Peter E. Morgan, Esq.
Filer's e-mail	pmorgan@briskinlaw.com, tm@briskinlaw.com
Signature	/Peter E. Morgan/
Date	10/15/2015
Attachments	Assignee CommFocus LLC - Motion to Substitute with Exhibits A-B.pdf(1323063 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the matter of Trademark Registration
No. 4,361,258 for LiveGuide**

DCI MARKETING, INC. d/b/a DCI-ARTFORM

Petitioner,

v.

LIVEGUIDE, LLC

Respondent.

Cancellation No. 92062194

ASSIGNEE COMMFOCUS, LLC'S MOTION TO SUBSTITUTE PARTY WITH CONSENT

COMES NOW COMMFOCUS, LLC ("CommFocus"), by and through its undersigned attorneys, and, pursuant to TBMP Section 512, hereby requests that it be substituted for LiveGuide, LLC as the Respondent in this proceeding, further stating as follows:

Effective January 1, 2013, LiveGuide, LLC assigned all right, title, and interest in and to U.S. Service Mark Registration No. 4,361,258 for "LiveGuide", which is the subject of the instant proceeding, to CommFocus, its affiliate, and is in the process of winding up its affairs. A true and correct copy of the Notice of Intent to Administratively Dissolve issued by the Secretary of State of Georgia is attached herewith as **Exhibit A**.

The assignment, a true and correct copy of which is attached hereto as **Exhibit B** has been recorded with the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The assignment transferred all federal and common law rights in these marks, together with the

goodwill and business inherent therein to CommFocus. As a result, CommFocus is now the listed and legal owner of the mark at issue in this proceeding.

Accordingly, and in light of the fact that LiveGuide, LLC is in the process of winding up, CommFocus requests that the Board grant this its motion substituting it for LiveGuide, LLC in this proceeding. Counsel for LiveGuide, LLC, consents on behalf of LiveGuide, LLC to the above-referenced substitution.

Respectfully submitted,

BRISKIN, CROSS & SANFORD, LLC

Dated: October 15, 2015

/Peter E. Morgan/
Peter E. Morgan
Georgia Bar No. 203055
Attorneys for CommFocus, LLC

1001 Cambridge Square, Suite D
Alpharetta, GA 30009
Telephone 770-410-1555
Fax: 770-410-3281
pmorgan@briskinlaw.com

Consented to by:

BRISKIN, CROSS & SANFORD, LLC

By: /Peter E. Morgan/
Peter E. Morgan
Georgia Bar No. 203055
Attorneys for LiveGuide, LLC

1001 Cambridge Square, Suite D
Alpharetta, GA 30009
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NOTICE OF FILING AND
CERTIFICATE OF SERVICE

I hereby certify that I have this day filed ***Assignee CommFocus, LLC's Motion to Substitute Party With Consent***, and attached exhibits, using the Board's ESTTA filing system and via First Class Mail, postage prepaid, mailed on this day to Petitioner through its counsel of record at the following address:

Edward E. Clair
John E. Lyhus
Fitch, Even, Tabin & Flannery LLP
120 South LaSalle, Suite 1600
Chicago, Illinois 60603

BRISKIN, CROSS & SANFORD, LLC

Dated: October 15, 2015

/Peter E. Morgan/
Peter E. Morgan
Georgia Bar No. 203055
Attorneys for Respondent

1001 Cambridge Square, Suite D
Alpharetta, GA 30009
Telephone 770-410-1555
Fax: 770-410-3281
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Exhibit A



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2015 Corporation Annual Registration
OFFICE OF THE SECRETARY OF STATE

Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Information on record as of: May 09, 2015

Entity Control No. 12088515

LIVEGUIDE, LLC
395 Guildhall Grove
Johns Creek, GA 30022

Notice of Intent to Administratively Dissolve

In accordance with Title 14 of the Official Code of Georgia Annotated, the Secretary of State hereby gives Notice of determination that one or more statutory grounds exist for dissolving this entity for its failure to deliver its annual registration, together with all required fees and penalties, within 60 days after it was due, and/or having been without a registered agent or registered office in this state for 60 days or more. The Secretary of State shall administratively dissolve the entity unless it corrects each ground for dissolution, including payment in full of all required fees and penalties, or demonstrates to the reasonable satisfaction of the Secretary of State that each determined ground does not exist **within sixty (60) days of the mailing of this Notice. For faster processing, we invite you to file your annual registration online with a credit card or print an annual registration form at <http://www.sos.ga.gov/corporations/>.** The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual registrations not processed online require payment with a check, certified bank check, or money order. ***We cannot accept cash for payment.***

If you have already filed your annual registration, please disregard this Notice.

If you choose to file by mail, you must send in a printed annual registration form. A paper form may be printed from the website. Please mail your annual registration form to the following address: **Office of Secretary of State, Annual Registration Filings, PO BOX 23038, Columbus, GA 31902-3038. Your annual registration form must be accompanied by a check, certified bank check, or money order. All checks must be pre-printed with a complete address in order to be accepted by our offices for processing. Absolutely no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing.**

Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and /or your entity may be administratively dissolved by the Secretary of State. [See. O.C.G.A §13-6-15 and Title 14, respectively.]

Note: Registered agent address must be a street address in Georgia where the agent may be served personally. A mail drop or PO Box does not comply with Georgia law for registered office. PO Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file an annual registration (including online filing). Additionally, a person who signs a document or submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

For more information on annual registrations or to file online, visit <http://www.sos.ga.gov/corporations/>, or call 404-656-2817.

Exhibit B

**ASSIGNMENT OF TRADEMARK:
"LIVEGUIDE"**

This Assignment of Trademark (the "Assignment") is made and entered into effective January 1, 2013 by and among **LIVEGUIDE, LLC**, a Georgia limited liability company ("Assignor"); and **COMMFOCUS, LLC**, a Georgia limited liability company, (hereinafter "Assignee").

W I T N E S S E T H

WHEREAS, Assignor owns 100% of the interest in the trademark "LiveGuide" (the "Trademark"); and

WHEREAS, on November 9, 2012, Assignor filed an application to register the Trademark on the Principal Register of the United States Patent and Trade Office, which application has been Assigned the Serial Number 85/775649; and

WHEREAS, Assignor and Assignee are both under identical ownership and control; and

WHEREAS, Assignor and Assignee are parties to a Bill of Sale with an effective date of January 1, 2013 (the "Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, all Assignor's right title and interest, including, without limitation, all goodwill, in and to the Trademark, a true and accurate copy of which Agreement is attached hereto as **Exhibit A** and incorporated herein;

WHEREAS, Assignee is the successor to the entire business of the Assignor, including, without limitation, the entire business of the Assignor to which the Trademark pertains;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties do hereby agree, represent, warrant and stipulate as follows:

SECTION 1. ASSIGNMENT

Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark, including, but not limited to, the above-identified application for registration of the Trademark, and all goodwill associated with the Trademark. This Assignment is made by Assignor to Assignee free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. Assignee hereby accepts this assignment.

SECTION 2. EFFECT OF ASSIGNMENT

This Assignment is intended to be, and is, an absolute sale and assignment of all Assignor's right, title, and interest in and to the Trademark, including all goodwill associated therewith. This assignment is not executed as security in any respect. From and after the date of this Assignment, Assignee shall be the sole and lawful owner of the interest of Assignor in and to the Trademark and shall have all rights of Assignor in relation to the Trademark.

SECTION 3. WARRANTY OF TITLE AND RIGHT TO CONVEY

Assignor represents and warrants that Assignor is the sole and absolute owner of the Trademark conveyed by Assignor in the Agreement, and Assignor has good and valid right to sell and convey the Trademark to Assignee.

SECTION 4. FUTURE ASSURANCES

Assignor shall, upon the request of Assignee, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Assignment.

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed under seal as of the day and year first above written.

ASSIGNOR:

LIVEGUIDE, LLC

By: 

Steve Baumgartner, Member

ASSIGNEE:

COMMFOCUS, LLC

By: 

Steve Baumgartner, Member

**ASSIGNMENT OF TRADEMARK:
"LIVEGUIDE"**

EXHIBIT A

BILL OF SALE

KNOW THAT, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, paid cash in hand, the receipt and sufficiency of which is hereby acknowledged, **LIVEGUIDE, LLC** ("Seller") does hereby grant, sell, transfer, convey and assign to **COMMFOCUS, LLC** ("Purchaser") all Seller's right, title and interest, tangible and intangible, in and to the trademark "LiveGuide," which entered on the Principal Register on July 2, 2013 and assigned Registration Number 4,361,258 (the "Trademark"), including, without limitation, any and all goodwill associated therewith.

TO HAVE AND TO HOLD, all and singular, the foregoing interest in the Trademark unto Purchaser and the successors and assigns of Purchaser forever. The Seller warrants that it is heretofore the lawful owner in every respect of all right, title and interest in and to the Trademark, and that the same is free and clear of any and all liens, security agreements, encumbrances, claims, demands, and charges of any kind and character whatsoever, except as specifically set forth in this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale to be effective as of January 1, 2014.

ASSIGNOR:

LIVEGUIDE, LLC

By: _____

Steve Baumgartner, Member

ASSIGNEE:

COMMFOCUS, LLC

By: _____

Steve Baumgartner, Member